

EXHIBIT D

You have been offered an Exclusive Sparkle Wash franchise. Therefore, a Non-Exclusive PURCHASE AND LICENSE AGREEMENT has not been included with your offering circular. Please see Attachment C for your copy of the Exclusive PURCHASE AND LICENSE AGREEMENT.

**NON-EXCLUSIVE
PURCHASE AND LICENSE AGREEMENT**

THIS AGREEMENT made by and between SPARKLE INTERNATIONAL, INC , an Ohio corporation, with its principal place of business at 7599 First Place, Oakwood, Ohio 44146, hereinafter called the "COMPANY" and _____ of _____, both for the licensed entity and personally, hereinafter called the "LICENSEE," is to evidence that

WHEREAS, the COMPANY has expended time, effort, and money to develop and obtain knowledge in the field of developing, producing, branding and merchandising mobile units and related equipment, chemicals, and processes for the on-site washing, cleaning, restoration, treating, painting, sealing and preservation of both real property and personal property (hereinafter called "treating"), and

WHEREAS, the COMPANY has adopted service and trademarks (hereinafter called "marks"), registered same with the United States and Canadian Patent Offices (U S Reg No 871,508, U S Reg No 887,666, U S Reg No 887,667, Canadian Reg No 176,054), acquired goodwill that is symbolized by and associated with the marks and has been granted United States and Canadian Patents on said mobile units and has other patents pending, and

WHEREAS, the LICENSEE desires to obtain the benefits of the unique form of operation established by the Company and right to do business under the name "Sparkle Wash" and the LICENSEE desires to obtain a territory and a license for the use of this form of operation, and the COMPANY is desirous of selling its power mobile unit(s) and related equipment and issuing a license for the use of its marks, knowledge, products and services to the LICENSEE

NOW, THEREFORE, the parties hereto do hereby agree to the following conditions governing the relationship between them

I GRANT, TERRITORY, TERM, NOTICE and RENEWAL

A GRANT — The COMPANY grants to the LICENSEE the right to

1 utilize the COMPANY's marks for the service of mobile, on-site washing, cleaning, restoration, treating and preservation of personal and real property,

2 the availability of the COMPANY's parts, promotional materials and chemicals, and periodic technical and marketing assistance, solely within the area described as follows (hereinafter referred to as the "TERRITORY")

SEE ADDENDUM A, TERRITORY MAP

3 use the COMPANY's patented mobile units, the COMPANY's specially developed operating, sales, and marketing procedures, and the COMPANY's training programs,

4 an option to sell Sparkle Wash stationary/portable cleaning equipment, and to sell Sparkle Wash related chemicals and to establish Sparkle Wash stationary washes under separate agreements which are in effect when the option is exercised, and

5 no other products or services

The COMPANY further grants to the LICENSEE the right to the use of the name SPARKLE WASH OF _____ LICENSEE IS EXPRESSLY PROHIBITED FROM INCORPORATING UNDER THIS NAME OR ANY OTHER NAME WHICH INCLUDES THE NAME "SPARKLE WASH" OR ANY NAME SIMILAR TO "SPARKLE WASH" OR THE COMPANY'S MARKS AS THIS RIGHT IS RESERVED EXCLUSIVELY BY THE COMPANY

B TERRITORY — The number of franchises in the NON-EXCLUSIVE AREA is determined by the number of POPULATION BLOCKS available. A single POPULATION BLOCK consists of two hundred fifty thousand (250,000) people. A minimum of one (1) MOBILE UNIT is required for each population block purchased. Any number of population blocks can be purchased by a LICENSEE.

The total sum of population blocks can not exceed the total population within the designated NON-EXCLUSIVE AREA.

The FRANCHISOR can establish another mobile washing LICENSEE which is permitted to use the COMPANY'S trade name, trademarks and patents, in any territory within a NON-EXCLUSIVE AREA. The COMPANY can cancel for non-performance or insolvency under the PURCHASE AND LICENSE AGREEMENT (Par V (B) 1)

A LICENSEE has no restriction for operating or performing services with-in the NON-EXCLUSIVE AREA. A LICENSEE can not operate or perform services outside the designated NON-EXCLUSIVE AREA without the express written consent of the COMPANY. The LICENSEE will refer all requests for service outside the NON-EXCLUSIVE AREA to the appropriate LICENSEE who has the right to perform the services or to the COMPANY.

C TERM, RENEWAL AND NOTICE – The term of the License Agreement is for ten (10) years. Unless either COMPANY or LICENSEE provides 120 day written notice to the other party stating that they do not want the License Agreement renewed, the License Agreement will automatically renew for an additional ten (10) year term upon

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